UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD

In the Matter of :	)		
	)		
SHEFFIELD BARBERS, LLC,	)		
	)		
Respondent,	)	Case Nos.	28-CA-199308
	)		28-CA-210447
and	)		
	)		
NELLIS BARBERS ASSOCIATION	)		
	)		
Charging Party,	)		
	)		
and	)		
	)		
UNCHONG THROWER, an Individual,	)	Case No.	28-CA-209734
	)		
Charging Party.	)		

RESPONDENT'S CONSOLIDATED EXCEPTIONS AND SUPPORTING BRIEF TO THE ADMINISTRATIVE LAW JUDGE'S DECISION

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I. STATEMENT OF THE CASE

Sheffield Barbers, LLC, files the following exceptions to Administrative Law Judge ("ALJ") Gerald M. Etchingham's Decision based on errors contained in the Decision as set forth below.

II. PROCEDURAL HISTORY

This case involves charges filed by the Nellis Barbers Association ("NBA") and Unchong Thrower ("Thrower") alleging that Sheffield Barbers, LLC ("Sheffield" or "Respondent") engaged in violations of the National Labor Relations Act (the "Act") after taking over the barber shop at Nellis Air Force Base from the previous employer, Gino Morena Enterprises ("GME"). Specifically, in Case Nos. 28-CA-199308 and 28-CA-210447, Sheffield is alleged to have violated Section 8(a)(1) of the Act by: directing employees to surveille the protected concerted activity of other employees; dismissing the collective bargaining agreement asserted

by the NBA as a false document; and disrespecting the NBA's collective bargaining representative during a meeting between employees and management. Sheffield also allegedly violated Section 8(a)(1) and Section 8(a)(5) by changing the employees' commission rate, instituting new work place rules regarding insubordination and bullying, and requiring employees to supply their own tools, keep credit card receipts in the open, and pay for the cost of any unproperly processed coupons without bargaining with the NBA. In Case No. 28-CA-209734, Sheffield is alleged to have violated Section 8(a)(1) by disciplining and terminating employee Thrower for engaging in protected concerted activities. Sheffield denies the allegations contained in the charges.

A hearing was held before the ALJ on January 30 and 31, 2018. On August 27, 2018, the ALJ issued a Decision finding that Sheffield had committed unfair labor practices in violation of the Act. Shortly thereafter, Region 28 and Sheffield engaged in the National Labor Relations Board's Alternative Dispute Resolution (ADR) program but were unable to reach agreement on all outstanding issues.[1] Accordingly, the Board granted the Respondent to and including

[1] During the period in which the parties were engaged in the ADR program, although Respondent disputes the Administrative Law Judge's findings, Respondent negotiated a settlement of Case Nos. 28-CA-199308 and 28-CA-210447 with Nellis Barbers Association, one of the Charging Parties in this matter. The settlement agreement addressed terms for payment of the alleged backpay owed to certain of Respondent's employees. The settlement agreement between Respondent and Nellis Barbers Association was signed on September 26, 2019. The settlement agreement did not include Ms. Unchong Thrower, an individual, who was the Charging Party in Case 28-CA-209734 because the Nellis Barbers Association did not want to negotiate on her behalf.

Although Respondent and Nellis Barbers Association reached a settlement with respect to potential backpay amounts, they understood that the Agreement was subject to approval by Region 28. The Region would not agree to settle the matter on the terms agreed to by the Parties because the settlement did not also include Unchong Thrower. Respondent was unable to reach agreement with the Region on a settlement involving Unchong Thrower's claims. As a result, on December 23, 2019, the Parties' participation in the Board's ADR program ended and a due date of January 22, 2020 was established for Exceptions to be filed to the Administrative Law Judge's decision. That deadline was subsequently extended to January 29, 2020.

January 29, 2020 to file exceptions and supporting briefs. References herein are made to the ALJ's Decision as (DEC _:_), the Official Transcript as (Tr. _), the Joint Exhibits as (Jt. Ex. _), the General Counsel Exhibits as (GC. Ex. _), and Respondent's Exhibits as (R. Ex. _).

III. EXCEPTIONS

Exception 1. The ALJ incorrectly determined that Thrower told Monroe and Kim that she would like to leave early on Friday, November 10, and that she was taking her Air Force member husband out to dinner between 5:30 and 6:00 p.m. to celebrate Veterans Day prior to Monroe asking her to stay after 5:00 to help close the barber shop. (Dec. 13:27-30)

Exception 2. The ALJ incorrectly determined that Thrower asked Monroe if Kim, the other remaining employee at the barber shop, could stay and close instead. (Dec. 13:33-35)

Exception 3. The ALJ incorrectly determined that Thrower asked Kim if she could close on November 10, and Kim responded by saying "okay". (Dec. 13:38-39)

Exception 4. The ALJ incorrectly determined that after Kim left Monroe's office on November 11, Deardeuff and Thrower agreed that despite Sheffield's progressive discipline policy and Thrower's spotless discipline record, Monroe would immediately terminate Thrower as they misinterpreted Kim's "strong woman" description of Thrower to be that Thrower "bullied" Kim. (Dec. 15:32-35)

Exception 5. The ALJ incorrectly determined that Kim described Thrower as a leader who Kim would sometimes follow. (Dec. 16:12)

Exception 6. The ALJ incorrectly determined that when called into Monroe's office after lunch on November 11, when told by Monroe and Deardeuff that Thrower was being terminated, that Dyson responded by telling Monroe and Deardeuff that Thrower had never bullied anyone as far as she was concerned, and that she had never heard Thrower bullying anyone. (Dec. 16:14-19)

Exception 7. The ALJ incorrectly determined that Dyson told Monroe and Deardeuff that she was unaware of any bullying done by Thrower. (Dec. 17:32-33)

Although Case Nos. 28-CA-199308 and 28-CA-210447 were not officially settled and Respondent disputes the Administrative Law Judge's findings, as a sign of good faith, on December 23, 2019, Respondent paid the first installment of the backpay amount it agreed to pay in the Settlement Agreement it reached with the Nellis Barbers Association. The second and final installment will be paid in April 2020 pursuant to the terms of the argument. As an additional sign of good faith, Respondent is not filing exceptions to the ALJ's Decision in these Charges.

Exception 8. The ALJ incorrectly determined that on November 12, Dyson asked Kim to go see a Korean interpreter who worked at Nellis so she could hear Kim's explanation interpreted to English from Korean. (Dec. 17:37:39)

Exception 9. The ALJ erred in concluding that Sheffield's termination of Thrower was unlawful. (Dec. 27:24-30:26)

Exception 10. The ALJ erred in concluding that Sheffield's discharge of Thrower was motivated by animus. (Dec. 28:42-30:26)

IV. SUMMARY OF FACTS

Sheffield's termination of Thrower on November 11, 2017 was entirely consistent with Sheffield's obligations under the Act. Sheffield terminated Thrower after her co-worker Myoung Sue Kim ("Kim") entered Manager Trixie Monroe's (Monroe) office on November 11, 2017 following a conversation she had had with Thrower, crying insensibly.

Exception 1 and 2. On November 10, the barber shop was scheduled to close at 5:00 p.m. because it was a Friday night of a holiday weekend. (Tr. 243-244) Three people were scheduled to work until close -- Monroe, Thrower, and Kim. (Tr. 243) Monroe, contrary to the ALJ's finding, did not make the barbers earlier if anyone wanted to leave early. (Tr. 243) Monroe asked Thrower if she would stay to help her close. (Tr. 244) At that point, Thrower did not indicate that she had to leave at 5:00. (Tr. 244)

Exception 1 and 3. Shortly after 5:00, Thrower left leaving Monroe and Kim behind to close. (Tr. 245) On her way out, Thrower told Monroe that she was leaving because she had dinner plans with her husband and that she was leaving Kim behind because Kim had experience closing the shop. (Tr. 245) Kim also testified that Thrower had told her to close the shop because she needed to leave. (Tr. 145) Kim testified that Thrower said "...Suki knows how to close it out, so Suki would do everything, and then she just left." (Tr. 146) Kim's testimony is significantly different than Thrower's on this point as she testified that "I asked Suk [if she could close], she say okay." (Tr. 438)

However, Kim did not know how to close which caused Monroe and Kim to stay at the shop for nearly an hour longer. (Tr. 145, 245)

The next morning when Thrower arrived, Kim explained to her how late she and Monroe had to stay the night before. (Tr. 146) Kim stated that Thrower was "very angry for some reason". (Tr. 147) Thrower wanted to know if Sheffield was going to pay Kim for that extra hour of work on November 10. (Tr. 146)

At around 10:00 a.m., Monroe asked Thrower to come into her office. In addition to Monroe and Thrower, Dyson was also in the office and Deardeuff was on the phone. (Tr. 93) At that time, the parties discussed two written warnings that were to be issued to Thrower. The first written warning was issued because Ms. Thrower had been disrespectful and insubordinate to Monroe on November 9 (Tr. 439; GC Ex. 12) and the second was the result of Thrower not staying to help close the night before. (Tr. 94-95; 339, 342) In the meeting, the written warning regarding the failure to close was reduced to a verbal warning by Deardeuff after the discipline was discussed with Thrower and Dyson. (Tr. 94-95)

Following the meeting in Monroe's office, Thrower spoke to Kim. Kim testified that Thrower told her "because I didn't close out properly, because I didn't know how to close out the shop, it became a problem that she got "a write up" (Tr. 156) Thrower, unsurprisingly, has a different version of this conversation. She testified that after leaving Monroe's office, she approached Kim and told her everything was okay. Thrower testified that she told Kim "I got two write-ups, but everything is take care [sic]". And I left. (Tr. 441) Dyson witnessed the conversation between Thrower and Kim but they were speaking Korean so she did not know what they were saying. (Tr. 344)

Exception 4, 6, 7. After addressing Kim, Thrower left for lunch with Dyson while Kim went to Monroe's office crying. Monroe had Deardeuff on the phone while they spoke to Kim. (Tr. 98) Deardeuff testified that in this conversation, Kim referred to Thrower as a "strong woman" and said "I get her in trouble. I'm in trouble. Please don't write her up." (Tr. 98) Deardeuff further testified that Kim was physically distraught, crying and very upset and that Thrower had said something to her to upset her like her job was in jeopardy. (Tr. 98) She was crying inconsolably. (Tr. 98)

After Kim left the office, Deardeuff and Thrower made the decision that based on Kim's reaction to Thrower's conduct towards her, termination was appropriate. (Tr. 99) When Thrower and Dyson returned from lunch, sometime between 1:00 and 2:00 p.m., Monroe and Deardeuff informed Dyson that Thrower was being terminated for her conduct towards Kim. Dyson suggested that some lower form of discipline, possibly as high as a two-week suspension, would be more appropriate than termination. (Tr. 347) Dyson did not say at this time that Thrower had never bullied anyone. (Tr. ___) Deardeuff testified that she did not agree because "nobody needs to come to work and feel harassed and bullied, not on my watch." (Tr. 218)

Exception 5. The ALJ, in his decision, raises several factors that he believes calls into question the motives behind Sheffield's actions. The ALJ emphasizes that Kim testified that she never told anyone, including Monroe or Deardeuff on November 11, that Thrower had gotten mad at her or that she felt scared. (Dec. 16: 1-2) He also cited the testimony of witnesses Dyson, Carpenter, and Fiori that they had not seen or heard Thrower bullying or intimidating anyone. (Dec. 16: 2-8) The ALJ, however, ignored other testimony offered by some of the same witnesses with respect to Thrower's temperament and conduct at the workplace. For example, when asked if she had ever been afraid of Thrower, Kim responded that "because she is very

outgoing and she has a temper, a very fiery temper, so a little bit. I could say I was uncomfortable about her character, her personality." (Tr. 157) When asked if she felt intimidated by Ms. Thrower, Kim responded "I cannot say no." (Tr. 157) Although Kim did not specifically admit they she felt bullied by Thrower, she testified that "[Thrower] would insist on what she wanted to do, so pretty much I would go along with what she insists on." (Tr. 158) The ALJ characterized Kim's testimony on this point as describing "Thrower as a leader who [she] would sometimes follow." (Dec. 16: 11-12) During her testimony, Kim was asked the following question and provided the following answer:

> Q. As far as when you went to Sheffield manager and Barbara Dyson and talked to them, you were upset because at that time of the way UnChong Thrower was treating you; is that true?
>
> A. That particular incident, I don't recall. But it has been four years since I came here and worked with her, and I know her for three years in Virginia and here just working right next to each other, we will get on each other's nerves and it did become stressful. (Tr. 158,159)

Using some of the same terminology as Kim, Dyson testified that Thrower at times had a "fiery temper". (Tr. 417) Eileen Dinger testified that in the twenty-one days she was at Nellis, Thrower was combative, argumentative, and made both Dyson and Kim cry. (Tr. 531-536)

V. LEGAL ANALYSIS

Exception 9 and 10. The ALJ incorrectly concluded that Sheffield's termination of Thrower was unlawful. Sheffield terminated Thrower based on its belief that she had engaged in inappropriate conduct, or bullying, directed toward her fellow co-worker Myoung Suk Kim. Sheffield took this action after Kim entered Monroe's office crying insensibly following a conversation she had had with Thrower. (Tr. 98) The evidence clearly established Sheffield at the time of termination, Sheffield believed that to be the case.

In determining whether Thrower was subjected to adverse employment action because she engaged in protected or union activity, the appropriate test is found in *Wright Line,* 251 NLRB 1083 (1980), enf'd 662 F.2d 889 (1st Cir. 1981) *cert denied,* 455 U.S. 989 (1982), approved at *NLRB Transportation Management Corp.*, 462 U.S. 393, 399-403 (1983). The General Counsel must initially show the employee's protected activity was a motivating factor in the decision to terminate. *See Coastal Sunbelt Produce, Inc. & Mayra L. Gagastume*, 362 NLRB No. 126, slip op. at 1 (2015) ("under Wright Line the General Counsel has the initial burden to show that protected conduct was a motivating factor in the employer's decision"). Establishing unlawful motivation requires proof that: 1) The employee engaged in protected activity; 2) the employer was aware of the activity; and 3) the animus toward the activity was the substantial or motivating reason for the employer's action. *Cons. Bus Transit, Inc.,* 350 NLRB 1064, 1065 (2007), *enf'd* 577 F.3d 467 (2nd Cir. 2009) (unlawful motivation found where the employee became active in union activity, the employer was aware that he was leading employee meetings, and the employer singled out employee for testing). If, and only if, the General Counsel prevails, the burden shifts to the Respondent to prove that it would have terminated Thrower regardless of her protected concerted activity. *Wright Line*, 251 NLRB at 1089. Here, the General Counsel, contrary to the ALJ's conclusion, is unable to establish that animus toward Thrower's activity was a substantial or motivating reason for the employee's action.

Sheffield does not dispute the ALJ's finding that Thrower engaged in protected concerted activity and that it was aware of that activity. (Dec. 28:12-40) The ALJ determined that Thrower's protected activity included leading and gathering a group of employees at the barber shop immediately after the job fair to discuss possible collective actions to take to get back their 45.2% commission, exchanging correspondence with Sheffield about the barbers' desire to have

a meeting with Sheffield management to discuss raising their commission rate, and informing Sheffield at the meeting that there was a collective bargaining agreement in effect at the barber shop. (Dec. 28:22-28)

The ALJ also concluded that in the two days prior to her termination, Thrower complained about Sheffield's management of the barbers, asked Monroe for documentation to verify the alleged failed health inspection, and queried Monroe as to how the barbers would be paid if they worked late. (Dec. 28:30-33) The ALJ found that Thrower's activities raised concerns with new Sheffield business practices that were germane to the other barbers and that bringing these issues forward, Thrower had satisfied *Myers II* and earned Section 7 protected for her protected activities. (Dec. 28:36-40)

The ALJ erred however when he determined that animus toward these activities was the motivating cause of Thrower's termination. The ALJ citing *Medic One, Inc.*, 331 NLRB 464, 475 (2000), wrote that common indicators of animus are showing of "suspicious timing, false reasons given in defense, failure to adequately investigate alleged misconduct, departures from past practices, tolerance of behavior for which the employee was allegedly fired, and disparate treatment of the discharged employee." (Dec. 28:44-47) However, the record in this case is insufficient for the General Counsel to carry its burden at this point.

First, the timing of Thrower's discharge fails to support a showing of animus. Thrower's activity following the job fair, her communications with Sheffield setting up the meeting the day after the job fair, and her comments at that meeting all occurred over a two-day period at the end of April 2017 -- April 28th & April 29th, over six months prior to her termination. If Sheffield harbored animus toward such conduct or relied upon an employee's engagement in such conduct when making its employment decisions, it would not have waited over six months to take action

against Thrower for that conduct. In fact, as the ALJ points out, no disciplinary action had been taken by Sheffield against Thrower prior to November 11, 2017 -- the day she was terminated. (Dec. 15:32-34) Further, Thrower was not the only one who engaged in protected activity on April 28th & 29th. The ALJ found that several other employees engaged in conduct similar to Thrower's at that time, including Barbara Dyson, Ruben Romero, and Marie Carpenter. (Dec. 8:37, 11:1-2) There is no evidence in the record that Sheffield took any adverse employment action directed toward any of those employees based on their protected activity over that two-day period or at any other time.

Additionally, with respect to Thrower's conduct in the two days leading up to her termination -- her complaint about Sheffield's management of the barbers, her request for documentation regarding the failed health inspection, and her question regarding pay for working late -- occurred prior to her receiving her first written warnings on November 11, 2017. However, after Deardeuff discussed the discipline with Thrower, one warning was reduced to a verbal warning. (Dec. 15:4-8) Again, if Sheffield harbored animus against Thrower for engaging in protected activity and was looking for an opportunity to terminate her for such activity, its actions on the morning of November 11th were inconsistent with such motivation. Had Thrower not addressed Kim after receiving this discipline, she could very well still be employed by Sheffield.

Only after Sheffield became aware of Thrower's conduct with respect to Kim did Sheffield take further disciplinary action against Thrower. That action was based on Sheffield's understanding that Thrower had acted inappropriately towards or "bullied" Kim.

The evidence establishes that after her first meeting with Monroe and Deardeuff, Thrower approached Kim on the floor of the barber shop and spoke with her. The subject of that

conversation was the fact that Thrower had almost been disciplined because of her refusal to close the night before and instead leaving Kim behind to do it. According to Kim, Thrower told her "because I didn't close out properly, that because I didn't know how to close out the shop, it became a problem that she got "a write up." (Tr. 156:20-21) Kim said after this conversation she went into Monroe's office with Dyson in tears. (Tr. 158:13) When asked if she had ever been afraid of Thrower, Kim responded that "because she is very outgoing and she has a temper, a very fiery temper, so a little bit. I could say I was uncomfortable about her character or personality." (Tr. 157:19-23) When asked if she felt intimidated by Ms. Thrower, Kim responded "I cannot say no." (Tr. 157:24-25)

Both Deardeuff and Monroe testified that Kim used the phrase "strong woman" when discussing the incident with Ms. Thrower – hardly a term that would have been used by Kim if the conversation between her and Thrower was as docile as the ALJ attempts to cast it. In short, the evidence establishes that Sheffield had a reasonable basis to conclude that Thrower had engaged in inappropriate or "bullying" conduct towards Ms. Kim and that it was right for it to take disciplinary action in response.

Exception 11. Sheffield did not offer inconsistent reasons for its termination of Thrower. Sheffield has consistently stated that it was Thrower's conduct towards Kim that led to the termination. That the disciplinary documents may not have been artfully drafted or statements made months after the termination may have varied slightly, there can be no dispute that the motivating factor for the termination was the fact that Sheffield felt it needed to address the situation that caused one of its employees to wind up in its manager's office with tears in her eyes.

Furthering his effort to find unlawful motive behind Sheffield's valid decision to terminate Thrower, the ALJ makes several other spurious claims. The ALJ incorrectly finds that Sheffield prevented Dyson from investigating the matter further by interfering with her ability to have Kim speak with a Korean translator to get a better understanding of the incident. (Dec. 29:20-23) But, as explained by Dyson, she was told she could not take Kim out of the shop unless Kim was on break. (Tr. 348) There is no evidence whatsoever that Dyson made any other attempt to seek a translator for Kim while Kim was on break or otherwise off duty, let alone that Sheffield interfered with Dyson's attempt to do so.

Further, the ALJ cites Sheffield's alleged failure to follow its own progressive discipline policy. In doing so, the ALJ ignores that there are certain types of conduct that are so egregious that progressive discipline is not appropriate. Instead, Deardeuff testified without contradiction that progressive discipline depends on the employee's conduct. (Tr. 94) Dyson, the NBA President, also recognized this to be the case when she suggested Thrower be suspended for her conduct. Suspension is not the first step of a progressive discipline policy.

In sum, the General Counsel was unable to establish that Sheffield was unlawfully motivated when it terminated Thrower. The General Counsel's failure to establish this required element of a *prima facie* case is fatal to its Charge. Therefore, the Complaint regarding Sheffield's meeting toward Thrower should be dismissed in its entirety.

Even assuming that General Counsel could establish *prima facie* case that Sheffield's termination of Thrower was motivated by animus and it has not, Sheffield has met his burden to establish that it would have terminated Thrower even if she had not engaged in protected activity. As stated above, Thrower had earlier that day been given two written warnings -- one of which was reduced to a verbal warning even though Sheffield was fully aware of Thrower's

protected activity at that time. Had she not engaged Kim in the manner in which she did, she may still be employed by Sheffield. It was her actions toward Kim, not her protected activity, that caused her termination.

Further, there is no evidence of any other employee engaging in similar conduct, let alone engaging in similar conduct and not being disciplined. Deardeuff testified that Sheffield has not issued warnings for harassment or bullying, but has fired at least one other person, Christine Perez, for engaging in such conduct. (Tr. 90-91) Deardeuff also testified that Sheffield's progressive discipline policy gives the company discretion to issue the appropriate form of discipline based on the employee's conduct. Progressive discipline depends on what the employee does. (Tr. 94) Indeed, although Dyson did not characterized Thrower's conduct as "bullying", even she suggested that some form of discipline would be appropriate in this case.

Based on his Decision, the ALJ also appears to believe that termination was too harsh of a penalty for Thrower's conduct. However, that Dyson and/or possibly the ALJ would have issued lesser discipline does not render Sheffield's actions unlawful. The Board cannot substitute its judgment for that of the employer and unilaterally decide what constitutes appropriate discipline because the question of proper discipline of an employee is a matter left to the discretion of the employer. *Lampi LLC, and International Brotherhood of Electrical Workers, AFL/CIO*, 327 NLRB 222, 225 (1998), citing *Corriveao & Routhier Cement Block v. NLRB*, 410 F.2d 347, 350 (1st Cir. 1969), *NLRB v. Ogle Protection Service*, 375 F.2d 497, 505 (6th Cir. 1967), cert. denied 389 U.S. 843 (1967); *NLRB v. GATX Logistics, Inc.*, 1998 WL 646486 (7th Cir. 1998), F.3d (No. 97-2783) (7th Cir. 1998) in cases cited therein, *slip. op.* at 8, ("We have observed on many occasions that courts do not sit as "super personnel departments" charged with deciding whether an employer's decisions were "right" or "wrong"; our sole

mission, in the typical discrimination case, is to decide whether the employee was discharged (or subjected to other adverse action) on the basis of criteria that Congress has deemed impermissable."]

Moreover, even if Sheffield's actions were the result of Deardeuff and Thrower misconstruing Kim's statement that Thrower was a "strong woman" and they mistakenly relied on this misinterpretation to terminate Thrower (Dec. 29:23-24), that Sheffield may have been mistaken regarding the basis of their decision does not render Thrower's termination unlawful. See *Yuker Construction Company and Local 247 International Brotherhood of Teamsters, AFL/CIO*, 335 NLRB 1072 (2001) (acting hastily on the mistaken belief does not constitute an unfair labor practice.) See also *Manimark Corp. v. NLRB,* 7 F.3d 547, 552 (6th Cir. 1993) (employer may discharge employee for any reason, whether or not it is just, as long as it was not for protected activity) citing *NLRB v. Ogle Protection Services,* 375 F.2d 497, 505 (6th Cir. 1967), cert. denied, 389 U.S. 843 (1967).

In sum, the preponderance of the evidence establishes that Sheffield would have terminated Thrower in absence of her protected activity. Accordingly, the ALJ's decision that Sheffield unlawfully terminated Thrower must be rejected and the Charge against Sheffield should be dismissed.

VI. CONCLUSION

Based on the foregoing facts, legal authorities and arguments, the Respondent requests that the Board grant the Exceptions to the ALJ's decision and have the Complaint in Case No. 28 CA 209734 dismissed in its entirety.

Respectfully submitted,

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CERTIFICATE OF SERVICE

The undersigned, an attorney of record, hereby certifies that on January 29, 2020, he electronically filed the attached ***Respondent's Consolidated Exceptions and Supporting Brief to the Administrative Law Judge's Decision*** via the National Labor Relations Board website and sent a copy to the following via electronic mail:

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